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|---|--|---|--|---|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE <div style="text-align: center;">J</div> | | PAGE OF PAGES <div style="text-align: center;">1 15</div> | |
| 2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div> | | 3. EFFECTIVE DATE <div style="text-align: center;">10-Sep-2004</div> | | 4. REQUISITION/PURCHASE REQ. NO. W36WLD 4097-4180 | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-T TERMINAL & TRANS RELATED SVCS DIV 200 STOVALL ST, RM 12S33 ALEXANDRIA VA 22332-5000 | | CODE <div style="text-align: center;">W81GYE</div> | | 7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div> | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | X | | 9A. AMENDMENT OF SOLICITATION NO. W81GYE-04-R-0047 | |
| | | | | X | | 9B. DATED (SEE ITEM 11) 03-Aug-2004 | |
| | | | | | | 10A. MOD. OF CONTRACT/ORDER NO. | |
| | | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. | | | | | | | |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached SF 30 Continuation Sheet. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| | | | | TEL: _____ EMAIL: _____ | | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED 10-Sep-2004 | |

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CHANGES TO SOLICITATION

The aforementioned solicitation is amended as follows:

1. The following sections of the Performance Work Statement is amended as follows:

A. 1.2.2.4– Change to read. “The Contractor shall be licensed, registered and certified by the State of North Carolina, to provide services in all specified categories in this contract. Evidence of all licenses, certifications, and registrations required under this contract is required not later than the start of the contract”.

B. 5.8.2 – After first sentence insert the following: “Government Furnished Equipment shall only be permitted for use of the following tasks, for use with Forestry Operations, (specifically Fire Suppression), Pest Control and Management Operations, as well as preparations for hurricanes, disasters and emergencies. GFE shall only be provided to the mentioned tasks and only on prior approval and coordination with the Contracting Officer”.

C. 5.6.2 – Above change in 5.8.2 applies.

D. 5.1.1.2.1.2 – Delete last sentence and replace with “The Contractor will be required to use IFS program as part of their Level 2 – Service Order Documentation”.

Add the following sections to PWS:

5.6.5.5.1“Grass/vegetation trimming around utilities, fences, utility poles, lightening protection poles, guy wires, sign posts, fire hydrants, buildings, electrical structures, plastic and concrete jersey barriers and parking lot bumpers shall be cut and maintained at a height consistent with the adjacent grass or if stand alone, cut to a maximum three inches (3”) height and to a perimeter of six feet (6’) around. Contractor shall trim the above mentioned section in the frequency identified in the TE 3-25 and as approved in the Contractors Annual Mowing Schedule but not less than once per month (between April-October), whichever is more stringent.

5.6.5.5.2 Perimeter Fence: Grass trimming on the exterior/outer side of the perimeter security fence shall be trimmed to a width of twelve feet (12’) or to the dense tree line/marsh line.

5.6.5.5.3 Ammunition Pads: Grass trimming and vegetation controlled shall be performed from pavement edge to fifty feet (50’) out from all pavement pads used for storage/holding. These consist of all the series CADS, the Ammunition Surveillance Workshop (Facility 203, 204), Stuffing Shed (Facility 121), Transfer Areas, North Wharf Hardstand, South Wharf Hardstand, Truck and Container suspect areas and South, North and Center Wharf back-up yards. In cases of hardstands near rail tracks, fifty feet (50’) out from the pad hardstand and the rail tracks are required. Vegetation control around all the LPS poles allowing ease of access and inspections.

E. 5.6.5.20.6.1 – Delete Sub-Paragraph (1) and replace with : (1) Power off (pull disconnect) HBAC Units and ancillaries in the administration buildings and lumber yard.”

F. 5.6.5.20.6.2 – Delete Sub-Paragraph (a) and replace with: “(a) Restart HVAC units that had been disconnected once power is provided and repair any damages.

G. 1.2.2.4.6 Delete the following “NC Board of Examiners of Electrical Contractors” and replace with:”NC State Board of Examiners of Plumbing, Heating, and Fire Sprinkler Contractors”.

H. 5.2.3.2.7 – Line 1 – Delete the words “and Transfer”. Line 3 – Delete the words “and transfer”. Delete the following sentence in its entirety “At least annually, the Contractor shall disconnect the electrical feed into all automatic transfer switches causing them to trip.”

I. 5.2.3.2.6 – At the end of the sentence that states”...as listed in TE –10..” Insert the following:”Most exterior streetlights, area lights, and floodlights belong to BEMC and they are responsible for their maintenance and repair. BEMC has installed pole numbers on each pole they own. All other streetlights (specifically, the Headquarter (Building 26) Parking Lot, streetlights on brown poles at each of the three (3) gates (1, 1A and 2), Truck Inspection Parking Lot (adjacent to Gate 2), Parking Lot across from the Fuel Dispensing Area, and Parking Lots (adjacent to Building 15,16 and 43), area lights (specifically, only lights that are physically attached to building or facilities), and floodlights (specifically, only lights that are physically attached to buildings or facilities) are included within this contract and shall be the responsibility of the Facilities Maintenance Contractor to maintain and repair”.

J. All references to “Contract Manager” in the solicitation has been changed to “Program Manager”.

K. Change the first sentence of 5.1.1.3.2.2 to read “The Contractor shall operation a work control and reception desk, from the hours of 7:30AM to 4:00PM Monday through Friday, for receiving Government generated service orders.

L. In 5.1.1.2.10.1.1 insert prior to “Supporting information . . .” the following sentence “The contractor would be required to submit a repair or replace cost analysis to the Government within 10 days and the replacement cost analysis must include three (3) quotes. The Government will requisition the item and make it available to the contractor as applicable.”

M. Append to 3.3.7 the following “The offeror will be required to record fuel levels (in a log) when checking out government owned vehicles and refuel them to pre check-out levels prior to return.”

N. 5.2.3.2.1 replace the sentence with “N/A”

2. Potential offeror should review their past performance data and submit any revisions based upon responses to questions within this amendment. All revised past performance data shall be received NO Later Than 15 September 2004. Those offeror who desire not to change previous submission of Past Performance data shall submit an e-mail notification clearly stating that fact to the Contracting Officer at mixonr@sddc.army.mil.

3. Questions and Answers are included in this document.

4. The closing date is extended to 12:00 PM, 24 September 2004.

MOTSU BASE MAINTENANCE QUESTIONS/ANSWERS

Government's Response To Questions Received On Or About August 18, 2004

NOTE: Wording of comments and questions has not been changed except to delete references to company names. All comments and questions are posted exactly as submitted.

1. PWS paragraph 1.2.1, Contract Manager, asks for the resume of our Project Manager. Everywhere else in that section (1.2.1.1 – 1.2.1.3) the Government refers to a Contract Manager.

QUESTION: Are both positions required, or does the Government intend to require a "Contract Manager" instead of "Project Manager"?

RESPONSE: Project Manager and Contract Manager are one in the same. The requirement is only for one person. The PWS has been changed in all instances to reflect Project Manager in order to be consistent.

2. PWS paragraph 1.2.2.4 requires the Contractor to "be licensed, registered, and certified by State of North Carolina to provide services in all specified categories...". The paragraph further states; "Evidence of all licenses, certifications, and registrations required under this contract shall be submitted to the Contracting Officer with the Contractor's final bid...". For out-of-state contractors, the time frame for submitting a proposal does not allow for the often lengthy process of obtaining licenses to do business from the state in which the contract resides. Moreover, providing licenses of all personnel itemized in paragraphs 1.2.2.4.1 – 1.2.2.4.9 would require contractors to have those specialists identified and committed prior to proposal submittal.

QUESTION: Does the Government expect to receive evidence of the company's license to do business in North Carolina **PLUS** all licenses and certifications for personnel itemized in paragraphs 1.2.2.4.1 – 1.2.2.4.9, or does the government need only evidence of the contractor's license to do business in North Carolina?

RESPONSE: The Government expects to see evidence that each offeror is licensed and can perform business in North Carolina at the time of proposal submittal.

Paragraph 1.2.2.4 has been revised to state the following: "The Contractor shall be licensed, registered and certified by the State of North Carolina, to provide services in all specified categories in this contract. Evidence of all licenses, certifications, and registrations required under this contract is required not later than the start of the contract".

3. We have identified a section of the PWS that may position some contractors to not bid this solicitation as it negates the opportunity to utilize incumbent personnel for anyone other than the incumbent due to the requirement for licenses and certifications to be submitted with the the final bid, which must be the initial bid as the government may award without discussion. Further, it places an additional expense for small businesses by requiring licenses and certification (which may be impossible due to administrative delays) by the proposal due date. (3a). Reference: Performance Work Statement, page 2, paragraph 1.2.2.4, The paragraph states, "The Contractor shall be licensed, registered and certified by the State of North Carolina, to provide services in all specified categories in this contract. Evidence of all licenses, certifications and registrations required under this contract shall be submitted to the Contracting Officer with the Contractor's final bid and maintained in good standing for the duration of the contract". (3b). Reference: Performance Work Statement, pages 2,3, and 4; paragraphs 1.2.2.4.1 through 1.2.2.4.9. These paragraphs identify requirements for licensing and certification for the following:

- Pest Control
- Wastewater Treatment Facility Operator Certification
- Water Treatment Facility Operator Certification
- Boiler and Heating Equipment Operator License

Electrical License
Plumbing License
Heavy Equipment Operator License
HVAC Systems Operator License
Vehicle Operator License

Recommend paragraph 1.2.2.4 be revised to say: **“The Contractor shall be licensed, registered and certified by the State of North Carolina, to provide services in all specified categories in this contract. Evidence of all licenses, certifications, and registrations required under this contract is required not later than the start of the contract”.**

RESPONSE: Concur with recommended language. Paragraph referenced above have been changed to reflect this language. See also Question #2.

4. **QUESTION:** Reference PWS, pages 2&3, Para 1.2.2.and on to page 3. The PWS says all licenses, etc., must be submitted with final bid. This puts a bidder in a difficult position as a Contractor normally does not expend funds for licenses and certifications until award of the contract is announced. By requiring this during the bid process it also requires the bidder to find licensed persons and makes it unlikely the incumbent persons will be hired and therefore a loss of significant experience. Finally, the incumbent has an unfair advantage. Recommend the requirement be changed for licenses, etc., be required by contract start.

RESPONSE: Noted. See response to Question #2.

5. **QUESTION:** The Safety & Environmental factor has a 50 page limit. This seems excessive. (5a). What are you expecting to be included in this factor?

RESPONSE: Page 47 of RFP; Addendum to FAR Clause 52.212-1 “Instructions, Conditions, and Notices to Offerors” states what is required to be submitted for this factor. The page limitation means that it should not be exceeded. Potential offerors are not obligated to use the maximum allotted pages.

6. **QUESTION:** When do you anticipate the base years starting?

RESPONSE: The base year will begin at the culmination of the transition period, which is the date that contract performance is to begin (Notice to Proceed).

7. **QUESTION:** Section 5.1.1.3.1.1 states “The contractor shall respond immediately if any priority #1 SO (Service Order) is declared an emergency.” Section 5.9.4.1.1 states “The contractor shall be available 24/7 for emergency repairs.” Does this mean personnel must be present on-site 24/7 to respond to emergencies?

RESPONSE: No, however personnel must be available by phone to respond to emergencies. Referenced paragraph has been changed to reflect this change.

8. **QUESTION:** Section 5.1.1.3.2.2 states “The contractor shall operate a work control and reception desk for receiving Government generated service orders”; Doing what hours is the desk to be staffed to receive these service orders?

RESPONSE: The Reception Desk shall be manned during normal hours of operation, 7:30 AM to 4:00 PM, five (5) days per week. The referenced paragraph has been changed to reflect this.

9. **QUESTION:** Section 5.3.3.1 states, “The contractor shall be available 24/7 to provide fresh water to meet ship requirements”; How often does this occur and how often after normal hours?

RESPONSE: This requirement is only applicable when vessels are in port and occurs approximately four (4) times per year after duty hours.

10. **QUESTION:** The proposal requirements state we are to discuss in detail in the Safety and Environmental

Performance Factor each violation/citation/accident/fines for the past 7 years. Do you intend for the bidder to discuss in detail every single accident, including minor scrapes and bruises over the last 7 years? This appears to only apply to violations, citations and fines and possibly major accidents, but not every minor accident. Please note that the number of years have been reduced from 7 to 5.

RESPONSE: Yes. Provide reportable violations, citations, accidents or fines for the past 5 years. It is not necessary to provide first aid related incidences, only ones that required medical attention and treatment. Instructions to offerors have been changed to clarify the data submittal requirement.

11. **QUESTION:** Can the RFP be amended to include a CLIN for the Transition period, or is this cost be included in the first contract year? With the substantial capital equipment investment needed for this contract, this would seem reasonable.

RESPONSE: The RFP will not be amended to include a separate CLIN for the Transition Period; any and all allowable costs should be included in the first year.

12. **QUESTION:** Do you anticipate any modifications coming out that changes the RFP requirements? (12a) If so, when?

RESPONSE: With the exception of this and prior amendment issued, no additional amendments are anticipated.

13. **QUESTION:** 5.1.1.2.10.1.1 Does the government pay for the items over \$10,000 that needs replaced?

RESPONSE: Historically, we have not had equipment that required over \$10,000 of either repair work or need of replacement. If this situation should occur, the contractor would be required to submit a repair or replace cost analysis to the Government within 10 days and the replacement cost analysis must include three (3) quotes. The Government will requisition the item and make it available to the contractor as applicable.

14. **QUESTION:** 5.2.2.3 Is the ship discharge scheduled ahead of time so the electrician can be asked to work overtime on a case-by-case basis or does the electrician have to be available to accommodate this workload whenever it occurs?

RESPONSE: Yes, ships projected schedules for loading/discharging are available ahead of time, however, the schedule may change contingent upon military and operational needs. The electrician must be on duty while loading and discharging operations are commencing.

15. **QUESTION:** 5.3.1 and 5.4.4.1.1 Do contract employees need to be the site 24/7 or can they be on call on a telephone response?

RESPONSE: See response to Question # 7.

16. **QUESTION:** 5.5.1.1 How many housing units are there at Ft. Johnston? (16a) What is the square footage?

RESPONSE: There are 5 housing units. The Garrison (Col Quarters) # 401; two (2) duplexes, #403 (Davis St) and #404(Moore St). TE-16 lists the square footage of these facilities.

17. **QUESTION:** 5.5.3.19 Does the contractor provide the metal/sheet metal machines?

RESPONSE: Yes. This will be offeror's responsibility.

18. **QUESTION:** 5.6.5.7 The size (width and depth) of the dredged area in the ditches is not known. (a) Please give the dimensions of the area that need to be dredged; and (b) are these drainage ditches approximately 10 miles in length?

RESPONSE: (a) We do not have the dimensions, since there are too many varieties of ditches to have a consistent

width and depth. On the average ditches range from having a 1/1 slope to gradual 1/20, widths range up to 20 feet wide and depth of 5 feet.

RESPONSE: (b) No, the ditch dredging operations is 10 miles per year. The length of ditches on the installation, however, exceeds 300 miles, including the ones on paved and unpaved areas and rail.

19. **QUESTION:** Section 5.7.3.1.2 Shoulders and Paved Surfaces. Approximately 300 cubic yards of fill annually may be required to support this requirement. Is this fill material GFM or to be provided by the Contractor?

RESPONSE: It is the offeror's responsibility to provide this material.

RESPONSE: It is the offeror's responsibility to provide this material.

20. **QUESTION:** Section 5.7.3.1.3.3 Shoulders, Gravel and Earth Roads and Areas. (a) Does the government tasking here require that the contractor provide gravel or other materials? (b) If so, can you please estimate the amount of material needed?

RESPONSE: (a) The correct section for "Shoulders, Gravel and Earth Roads and Areas" is "5.7.3.1.3.2". Yes, it is offeror's responsibility to provide this material.

RESPONSE: (b) Estimated 200 CY of fill materials (ABC) and 50 CY of aggregate (#57) each year.

21. Reference (RFP page 46) Addendum to FAR Clause 52.212-1, Instructions, Conditions, and Notices to Offerors; Item 3 and sub item 3(f); Clarity of Instructions, the last sentence of item 3 states that offeror's are to "provide the following information on each contract". Item 3(f) requires offeror's to "provide a summary of past contract and references that pertain to the specified work in the PWS". If one follows the instructions one is required to present the same summary once for each contract cited.

QUESTION: (a) Does the Government want offeror's to repeat the referenced summary for each cited contract? If so, consider the impact on page limitations. If not, perhaps making item (f) an introductory requirement of Section 1 with three to five additional pages to provide the introduction. (b) If item (f) is moved to an introduction, will the items be renumbered to support coherent cross reference matrices?

RESPONSE: (a) The intent of paragraph 3(f) is to provide a summary of past contracts and experience gained, and overall project management that represents the 9 functional areas identified in PWS. Paragraphs 3(a) through 3(f) should be addressed for contracts that are provided as proof of past performance history. Three pages per contract are sufficient to provide the information requested.

RESPONSE: (b) Paragraph 3(f) will not be moved to an introduction.

22. Reference (RFP page 46) Addendum to FAR Clause 52.212-1, Instructions, Conditions, and Notices to Offerors, sub item 3(g); clarity of instructions.

QUESTION: Please define the phrase "list of customer service records" in sub item 3(g)?

RESPONSE: Sub item 3(g), referencing customer service records, has been deleted as a requirement.

23 Reference (RFP page 46) Addendum to FAR Clause 52.212-1, Instructions, Conditions, and Notices to Offerors sub item 3(h), clarity of instructions, the referenced item requires offeror's to "identify any contracts with in the last three years that were (sic) terminated for cause. The remaining sentences regarding cure notices apply to each cited contract. If one follows the instructions one is required to address any contract terminated for cause for each contract cited.

QUESTION: Is the intent to determine whether the cited contract was terminated or to obtain a summary statement of any contract terminated under each reference?

RESPONSE: Contractor is to cite all contracts within the last 3 years, whether or not referenced, that were terminated for cause. The remainder of the paragraph refers to those contracts cited by the offeror in response to paragraphs 3(a) through 3(f).

24. Reference (RFP page 35) FAR Clause 52.219-23, Notice of Price Evaluation Adjustment.....The price adjustment factor required of this clause is not identified in the RFP. Inclusion of this factor is important to offeror's to make business judgements.

QUESTION: Will the government provide the factor in sufficient time to allow offeror's to make competitive, informed business judgements?

RESPONSE: This clause is not applicable and has been deleted.

25. Reference (RFP page 45) Preparation Instructions for Past Performance, Safety and Environmental Performance Record, Management Approach, and Price Sections . Inclusion of certifications in page count leaves only five to seven pages for responding to the content requirements of the Management Approach.

QUESTION: Will the government modify the preparation instructions to allow certifications as an appendix outside the page limitations?

RESPONSE: No modification will be done to RFP. Certification are required for the Safety and Environmental Performance Record factor and not Management Approach. Safety and Environmental has a maximum page limit of 50, which is sufficient. See also response to Question #10.

26. Reference (PWS 1.9.5) Utility, Mechanical or Electrical Equipment Replacement. Requirement Inconsistency. The referenced paragraph states that "Mechanical equipment controls for heating, ventilation and air conditioning systems shall not be adjusted by the employees". Given the requirement to repair and maintain HVAC systems, it is necessary for contractor employees to adjust Mechanical equipment controls for heating, ventilation and air conditioning systems.

QUESTION: Please clarify the inconsistency?

RESPONSE: Referenced statement is for unnecessary adjustment (comfort) to the thermostats and instruments outside of the specifications of the Army Regulations Standards and does not apply to adjustments made as a result of repair or maintenance work. The intent is for the contractor/employees to apply good conservation of utilities.

27. Reference (PWS 5.1.1.2.1.2) Integrated Facilities System (IFS). Requirement clarity.

QUESTIONS: (a) When will the Government provide the IFS to the Contractor? (b) What resources will the Government provide to integrate the contractor provided PMOP with IFS? (c) Is it permissible to use the Government Local Area Network to provide access and if so, does the government waive penalty when access is possible due to government network conditions?

RESPONSE: (a) IFS will be available upon contract award and training/password will be provided in accordance with the guidelines/policies of the Information Management Division.

RESPONSE: (b) IFS is not considered a part of the PMOP. The PMOP is detailed in 5.1.1.2.2 and is used for the scheduled preventive maintenance work, Level 1.

RESPONSE: (c) The offeror will be able to access IFS through the Internet. If the system goes down for any period of time, the offeror will be required to input the back logged SO's into IFS once the system is back on line, there will be no penalty assessed.

NOTE: Last sentence of paragraph 5.1.1.2.1.2 will be changed as follows - Delete "The contractor will be required to use the program as part of their Preventive Maintenance and Operation Plan". Replace with "The contractor will

be required to use IFS program as part of their Level 2 Service Order Work Documentation”.

28. Reference (PWS 5.1.1.2.10) Utility, Mechanical or Electrical Equipment Replacement, requirement clarity.

QUESTION: If the Contracting Officer agrees with the need for replacement, will the cost of replacement be reimbursed?

RESPONSE: See response to Question #13.

29. Reference (PWS 3.3.7) Fuel – Clear rules for business accountability.

QUESTION: Which method for fuel/funds accountability does the Government prefer:

(a) The contractor records fuel levels (in a log) when checking out government owned vehicles and refuels them to pre check-out levels prior to return.

(b) The contractor records fuel levels (in a log) when checking out and returning government owned vehicles and reflects fuel at government cost as a credit to invoices.

RESPONSE: The offeror will be required to record fuel levels (in a log) when checking out government owned vehicles and refuel them to pre check-out levels prior to return.

30. **QUESTION:** Reference (PWS 5.1.1.5.2.1 requirement clarity. The title of the referenced PWS section includes Level I work. The content of the section does not address Level I work. Please clarify?

RESPONSE: The requirement for Level I will follow the PMOP section 5.1.1.2.2 and will not significantly vary once submitted. Level 2 work changes constantly and the offeror will be required to provide updates monthly on the description and status of the service orders.

31. **QUESTION:** Reference (PWS 5.5.3.10.1.1.8) requirement clarity. Is the contractor liable for replacement or repair of all government electrical tools, portable heaters, clock, and other electrical office and shop furnishings?

RESPONSE: Yes. See paragraph 5.1.1.2.10 of the PWS.

RESPONSE: Yes. See paragraph 5.1.1.2.10 of the PWS.

32. **QUESTION:** Reference (PWS 5.3.2.3) Requirement clarity. After privatization, where is point of demarcation on wharf(s)?

RESPONSE: Point of demarcation on wharf(s) has not been identified as privatization of water utilities has not come into effect. When established, the point of demarcation on the wharfs will most likely be the output side of the high voltage transformers. The transformers belong to BEMC, however, all low voltage switchgear belongs to the Government and shall be maintained by the facilities maintenance contractor.

33. **QUESTION:** Reference (PWS 5.2.3.2.1) Are transfer switches maintained under the base utilities privatization contract?

RESPONSE: Maintenance of transfer switches will not be a performance requirement and has been removed from PWS.

34. **QUESTION:** Reference (PWS 1.5.1.9) Is disaster (emergency) work performed during normal duty hours eligible for an upward contract price adjustment?

RESPONSE: No there will not be a price adjustment.

35. **QUESTION:** Reference (PWS 5.4.4.1-3 Level II SO Tasks “....acts of god.....”) Is it the government’s intent

to not issue (or expect) repairs for disaster (storm) damage on Level II work?

RESPONSE: No it is not the governments intent, Level II SO's will be issued.

36. **QUESTION:** Reference (PWS 5.6.5.20.6.1&2 Pre/Post Storm response) Potential requirements conflict with PWS 1.5.1.9. Does the government consider a storm a "disaster"?

RESPONSE: The Federal Government may declare some storms as disastrous. Section 5.6.5.20.6 1&2 refers to preparation for storms to minimize the impacts of the storm.

37. **QUESTION:** Reference (PWS 5.6.5.20.6.1&2 Pre/Post Storm response) The contracting officer is referenced as the individual to make the determination of what constitutes an emergency. Will other government individuals such as local base officials be able to make this judgement?

RESPONSE: Yes, determination of emergencies can be made by various government entity(s). However, only the Contracting Officer can change the terms and conditions of the contract.

38. **QUESTION:** Reference (PWS 5.3.3.1) Is the terminal contemplating offering ship access to commercial vessels. If so, how (or will) the fixed price be adjusted to provide for additional workload?

RESPONSE: No. There will be no access to commercial ship, thus no additional workload is anticipated.

39. **QUESTION:** Proposal Addendum to FAR Clause 52.212-1 Paragraph 2.1, **Format**, states the Past Performance and other subjects are to be submitted in one volume with different sections. However, the Past Performance is to be submitted by August 25, 2004 and the other sections are to be submitted by Sept 3, 2004. Since the Past Performance must be submitted early, we cannot submit all the sections all in one volume. Could you please clarify the requirement so we can meet you need?

RESPONSE: There will be two submittal packages, the Past Performance Factor to be submitted 10 days prior to closing date and will be submitted to the Contracting Officer. All other proposal data to be submitted at the closing date as stipulated in the solicitation.

40. Proposal Addendum to FAR Clause 52.212-1 Paragraph 3, **Past Performance Factor**, paragraph e., states that we should provide the name of the **offeror's** technical point of contact. Please confirm that you want the contractor's technical point of contact. Typically, what is requested is the customer's technical representative for reference purposes.

QUESTION: Could you please confirm this requirement?

RESPONSE: Customer's representative for each referenced contract should be as listed in Paragraph 3(a). Paragraph 3(e) pertains to the contractor's representative in the event the Government may require additional information during the past performance review.

41. Issue: Delivery of Past Performance. We submitted Section I Past Performance per the instruction in the initial RFP. Amendment 001 was published 24 hours prior to the closing date for Section I. Our courier records show that delivery was acknowledged. We notice that the address for the issuing office and due date for past performance has changed.

QUESTION: Is our original submission recognized?

RESPONSE: Potential offerors will have the opportunity to review their past performance data and submit any revisions based upon responses to questions within this amendment. All revised past performance data shall be received NO Later Than 15 September 2004.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 17-Sep-2004 12:00 PM to 24-Sep-2004 12:00 PM.

The following have been modified:

ADDENDUM TO FAR CLAUSE 52.212-

Addendum to FAR Clause 52.212-1

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. **Submission of Proposals.** Proposals shall consist of the following:
 - 1.1 One signed and completed copy of Standard Form 1449 and amendments, transmittal information from company identifying points of contact for the proposal and individuals authorized to conduct negotiations. The period of acceptance for Offerors' proposal shall not be less than 90 days.
 - 1.2 Four (4) paper copies and two (2) compact disks using Microsoft Office Word 2003 of the Past Performance, Section I
 - 1.3 Four (4) paper copies and two (2) compact disks using Microsoft Office Word 2003 of the Safety and Environmental Performance Record, Section II
 - 1.4 Four (4) paper copies and two (2) compact disks using Microsoft Office Word 2003 of the Management Approach, Section III
 - 1.5 Four (4) paper copies and two (2) compact disks using Microsoft Office Word and/or Microsoft Office Excel 2003 of the Price Proposal, Section IV
 - 1.6 Fill-In FAR Clause 52.212-3 – Offeror Representations and Certifications (Jan 2004). Include with documents in paragraph 1.1.
 - 1.7 Forward proposals to:

Federal Express and Mailing Address:

597th Transportation Terminal Group, Sunny Point, SDAQ-T-NC/Deirdre Murphy, 6280 Sunny Point Road Bldg. 12, Rm 213, Southport, NC 28461-5000

2. **Preparation Instructions for Past Performance, Safety and Environmental Performance Record, Management Approach, and Price Sections**

The offeror must submit a definitive proposal to achieve the end results that are set forth in the Government requirements.

- 2.1 **Format.**

The offeror's Past Performance, Safety and Environmental Performance Record, Management, and Price information shall be submitted in one volume segregated as listed below:

Section I
Section II

Past Performance
Safety and Environmental Performance Record

| | |
|-------------|---------------------|
| Section III | Management Approach |
| Section IV | Price Proposal |

- 2.2 All information the offeror wishes to have considered must be submitted with the initial proposal and shall be confined to the appropriate volume.
- 2.3 It is suggested that secure binders such as ring binders be used to assemble the segregated sections for ease of evaluation. Indexes to the proposal and cross-references between the proposal and the solicitation are useful for ensuring that all pertinent sections of the proposal are fully understood. The use of tabs to easily locate sections of the proposal also facilitates thorough evaluation.
- 2.4 The Sections shall be as brief as possible and consistent with a complete submission. Pages shall not exceed 8.5 inches in width and 11 inches in length; however, fold out pages, not exceeding 11 x 17 inches, depicting such items as charts, matrices, schedules, etc. may be used and will count as a single page. The offeror shall number all pages.
- 2.5 The offeror's proposal, shall not exceed the following page limitation, and must be printed in a 12-point font with one-inch margins (top, bottom, left and right). Pages printed on both sides will count as 2 pages. Cover letters and proposal introductions shall not exceed a total of five pages combined and are not included in the limitations shown below.

| | | Page Limit |
|-------------|--------------------------|------------------|
| Section I | Past Performance | 3 per reference* |
| Section II | Safety and Environmental | 50 |
| Section III | Management Approach | 20 |
| Section IV | Price Proposal | No Limit |

* - The 3-page limitation is for each reference named in the past performance section whether as the prime contractor or major subcontractor. Please note that offerors will be required to comply with FAR 52.219-14, Limitation on Subcontracting (Dec 96)

- 2.6 Offerors are strongly cautioned that the Government will not read or evaluate pages in excess of the above page limitations. Excess pages will be removed from proposals. The above limitations do not include table of contents, cross reference matrices, or section tabs.
- 2.7 Offerors are expected to provide sufficient detail in a clear and concise manner to completely address every area the Government is to evaluate. The Government does not desire excess verbiage, unnecessary and elaborate brochures, or lengthy, repetitious, disorganized presentations. Such presentations may be construed as an indication of the offeror's lack of cost consciousness. Deficiencies, whether informational or technical (e.g., failure of a proposal to comply with solicitation requirements, or failure to provide information regarding areas to be evaluated) may be cause for elimination from the competitive range or rejection of an offer. The Government reminds offerors that unsupported promises to comply with the contractual requirements will not be sufficient. Proposals must not merely parrot back the contractual specifications, but rather must provide convincing documentary evidence in support of any conclusions stated relating to promise performance.
- 2.8 The Government presumes the offeror's proposal represents its best efforts to respond to the solicitation.
- 2.9 The offerors are reminded that their proposal shall discuss, at a minimum, each of the factors listed below:

3. Past Performance Factor

Information: Offerors will be required to mail Past Performance information, to the Contracting Officer, no later than 10 days prior to the closing date of the solicitation to the following addressee: Ms. Ruby Mixon at Surface Deployment and Distribution Command, Hoffman Building II, ATTN: SDAQ-T Room 12S33, 200 Stovall Street,

Alexandria, VA 22332-5000. Offerors are notified that proposal shall provide past performance information for no more than five (5) relevant contracts for the prime contractor, and no more than five (5) relevant contracts for the proposed subcontractor(s) who will perform a significant portion (at least 25%) of the effort. The referenced contracts shall have been completed within the last ten (10) years. Offer should relate past experiences and contracts that illustrate the offers ability to meet the requirements identified in the PWS. Information on each contract shall not exceed 3 pages. This information shall be segregated to a separate section of the proposal to be used for a Performance Risk Assessment. The offeror shall submit the requested information in tabular form to allow for ease of review. The offeror shall provide the following information on each contract:

- a. Provide the name of the Client/Customer along with a point of contact, voice telephone number, fax telephone number and e-mail address.
- b. Provide the contract number or project identification number.
- c. Provide the type of contract i.e. fixed price, cost-plus-fixed-fee and the period of performance.
- d. Provide the contract price/value at award and at completion of the contract.
- e. Provide the name of the offeror's technical point of contact, voice and fax telephone numbers for each of the contract listed above.
- f. Provide a summary of past contracts and references that pertain to the specified work in the PWS. The summary shall outline experience gained from contracts as it pertains to overall project management and the nine (9) functional areas defined in Section 5 of the PWS. Each functional shall be covered in a separate paragraph and properly labeled.
- g. Offerors shall identify any contracts within the last three years that were terminated for cause whether or not mentioned above. The offeror also shall provide a copy of any cure notices or show cause letters received in the last three years and a description of any corrective action taken by the offeror or proposed subcontractor for the contracts submitted in response to 3(a) through 3(f). Data submitted in response to this subparagraph will not be counted toward the page limitation.

Note: The references selected for submission by the Offeror shall be those that provide evidence which can be validated by the Government via reference checks, utilization of other contacts, or any other available information. The Government also reserves the right to use any information available, irrespective of the source, in the evaluation of past performance. This applies to the Offeror and any proposed teaming partners/subcontractors.

THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION REMAINS WITH THE OFFERORS.

4. Safety and Environmental Performance Record Factor

The offeror's proposal shall be organized and tabbed as follows: the cover and table of contents with cross reference to tasks in the Solicitation as appropriate. The offeror shall provide detailed information on its safety and environmental program as it pertains to the requirements outlined in the PWS as follows:

- a. Programs and Manuals: Provide a detailed description of the Offers'safety and environmental programs. Due to the location of the work, identify any site-specific requirements and experiences. Relate and past experiences that illustrate the offers successful implementation of these programs.
- b. Awards and Certification: List all awards and certifications relating to environmental and safety performance records. The offeror shall clearly specify the reason for the award or certification, the issue date, and a point of contact (voice and fax telephone numbers and e-mail addresses.)
- c. Violations/Citations/Accidents/Fines: Identify any contracts within the last five (5) years that were in violation (Notice of Violations), citations, accidents or fines regarding safety and environmental

performance. The offeror shall summarize the circumstances under which the violation (Notice of Violations), citations, accidents or fines occurred to include the date and a point of contact (voice and fax telephone numbers and e-mail address). Note: Accident do not apply to those that incidences that do not require medical attention or treatment.

5. Management Approach Factor

The offeror's proposal shall be organized and tabbed as follows: the cover and table of contents with cross reference to tasks in the Solicitation as appropriate. The offeror shall clearly demonstrate their approach to each of the following management functions:

- a. **Organizational Structure.** An organizational chart including listing of sub contractors. Identify existing Managerial and supervisory ability and duties in the PWS specified fields, listing the years of experience in required fields, in particular the Project Manager, Superintendent and Quality Control Staff. Discuss management controls and supervision of the subcontractors and internal teaming efforts. (The organizational experience of the offeror and its proposed major subcontractors, those who will perform at least 25% of the effort, will be part of the Management Approach but shall be provided on the information sheets submitted as part of the Past Performance Factor.)
- b. **Knowledge of Government and Industry Practices.** Provide a detailed discussion to demonstrate the offeror's management experience, knowledge and understanding of Government (DoD and DA) and Industry Practices. Including a listing of affiliations with relevant professional associate.
- c. **Management Capability:** Management control and supervision of Manpower, suppliers and vendors of Equipment and Materials. Provide a detail discussion of the preventive maintenance program for equipment and tools along with housekeeping procedures. In addition, identify and discuss the management capability to support varying workloads and manpower requirements, approach to minimizing employee turnover. Identify and discuss training programs for shooling and recertification training of employees.
- d. **Quality Control Methods:** Discuss relevant work processes, cost control methods, procedures, and technical approach, as well as the nature, difficulties, corrective actions, and risks management associated with performing the kind of work that will be required. Identify established techniques for managing work for quality performance and procedures that will adequately recognize substandard performance. Identify the means and experience with automation systems, familiarity with project specific software tools as well as exposure to Government Programs. Identify the clerical means used for managing equipment, technical library and related resources.

6. Price

The offeror's price proposal shall be contained in a separate section and shall only contained information requested in this section and not be used as an extension of the technical proposal. The Price Section shall consist of the following:

- a. Offerors shall provide sufficient detail to allow analysis of prices submitted and provide tractability to all major functional tasks described in Section 5 of the PWS and as outlined on the "Schedule of Supplies and Services".
- b. The cost breakdown for each major functional task shall include, but not be limited to, direct labor hours, direct labor costs, indirect rates, and other direct costs, etc. for each CLIN.
- c. The offeror shall provide a total contract summary in addition to summary sheets for the base and each option period. See Sample attached.

SAMPLE Format for Cost Proposal Summary (one per CLIN with summary sheet for each Performance Period)

Solicitation No. -

Period of Performance: m/d/y – m/d/y

| Labor Category | Hourly Rate (\$) | Total Hours | Total (\$) |
|---|-------------------------|--------------------|-------------------|
| List all labor categories | | | |
| a. | | | \$ |
| b. | | | \$ |
| c. | | | \$ |
| Total Direct Labor | | | \$ |
| Fringe Benefits | % | | \$ |
| Direct Labor Overhead | % | | \$ |
| Subtotal Direct Labor | | | \$ |
| Subcontractors | | | |
| (show each sub separately) | | | \$ |
| Other Direct Cost (ODC) | | | |
| Travel (Include #trips, #days, #people & destinations) | | | \$ |
| Materials/supplies (Include any handling %) | | | \$ |
| Other misc items (specify) | | | \$ |
| Total ODC | | | \$ |
| Subtotal Labor, Subs & ODC | | | \$ |
| G&A | % | | \$ |
| Fixed Fee | % | | \$ |
| Total Estimated Cost | | | \$ |

End of Addendum to FAR Clause 52.212-1

(End of Summary of Changes)